

## **TERMS & CONDITIONS**

**of the**

### **Bicycle Films Platform**

#### **§ 1**

1. Bicycle Films Platform, hereinafter referred to as Platform, operates within the territory of Poland and is a contest of film works dedicated to bicycle subject matter – both feature and documentary.
2. The Platform's finale will take place on Saturday, September 17 2022.
3. The Platform will be carried out as part of Bike Days International Film Festival 15-18 September 2022.

#### **§ 2**

1. The organizer of the Platform is the Continuous Process Foundation (Fundacja Proces Ciągły), ul. Kotlarska 14/6. 50-150 Wrocław, Poland, NIP: 897 178 84 37, KRS: 0000453548, REGON: 022093852, hereinafter referred to as the Organizer.
2. The Organizer may collaborate in the organisation of the Platform, as well as of Bike Days International Film Festival, with third parties who intend to contribute to the preparation or realisation of the Bike Days International Film Festival program.
3. The scope of the Platform is the popularisation of film art related to bicycle culture in the broad sense, in Poland, as well as awarding the best productions and their creators.

#### **§ 3**

1. Films created for the purpose of generating profit for persons other than their creators, may not take part in the Platform.
2. Films realised by persons involved in the organisation of the Festival or supporting the Festival financially, do not take part in the Platform.

#### **§ 4**

1. Submission of films to the Platform ought to be carried out via the application form available on [bikedays.pl](http://bikedays.pl)
2. Applications are accepted until September 5 at 23:59 2022. Any films submitted after this date will not take part in the Platform.
3. An individual author or group of authors may submit any number of films. Each film should be submitted individually. The person submitting the film is referred to as Applicant hereinafter. The

Applicant does not necessarily have to be the author of the film. In the event where the Applicant is not the author or if there are several authors of the film, the Applicant is obliged to submit to the Organizer a written consent of the author or authors for submitting the film to the Platform.

4. The films should be submitted in an HD version 1920x1080 or HD-ready 1280x720 in .MP4 or .MOV format without compression or with the h.264 codec. Any other submissions will not be registered.

5. The Applicant declares to have the proprietary copyrights to the submitted films and that the application does not violate the economic rights of others nor third party moral rights. The Organizer shall not be held responsible for any law infringements resulting from unlawful submission of films to the Platform.

6. The Organizer shall not be held responsible for any obligations to third parties taken on by the Applicant in relation to fulfilling the requirements of these Terms and Conditions.

7. The Applicant declares that the usage of the submitted film by the Organizer in accordance with the rules herein specified, will not infringe the law nor third party rights protected by law.

8. The Organizer further declares that the authors of the films submitted to the Platform have given the consent for their emission and the publication of information related to their production (i.e. films submitted) in the media for the purpose of advertising and promoting Bike Days Bicycle Film Festival, as well as Bicycle Films Platform.

9. The Applicant exclusively shall be held responsible and undertake to reimburse any damages suffered by Continuous Process Foundation (Fundacja Proces Ciągły), resulting from law infringements or violations of laws of other entities due to unlawful usage of materials / films / works comprised in the submitted productions.

10. The applicant undertakes to satisfy, at his own expense, any justified third party (from Poland and other countries) claims resulting from the violation of their laws due to inconsistencies of the afforested declarations with the actual state and, should Continuous Process Foundation (Fundacja Proces Ciągły) satisfy those claims – to refund upon request of Continuous Process Foundation (Fundacja Proces Ciągły), in full, the sum of the aforementioned claims and any other expenses related to them, including costs of litigation, arbitration proceedings, administrative enquiry, and amicable procedure. Furthermore, the Applicant undertakes to take part at his own expense, upon notification from Continuous Process Foundation (Fundacja Proces Ciągły) or relevant entity, in any court or out-of-court proceedings carried out with the participation of the Foundation, and resulting from any of the aforementioned circumstances.

11. The Organizer reserves the right to exclude from the Platform films of low technical quality, as well as those violating laws or moral standards and human dignity.

12. Electronic application is equivalent to submitting the film to the Platform and indicates the acceptance of these Terms and Conditions.

## § 5

1. The Applicant agrees for the projection of the submitted film during the Platform's Finale and other events within Bike Days International Film Festival and its accompanying events.

2. The Applicant agrees for using fragments of the submitted film (up to 60 seconds long) in TV programmes and other film materials relating or promoting Bike Days International Film Festival

3. In the event that the film has not yet been made available to the public, its application to the Platform implies the Applicant's consent for making the film available to the public.

#### § 6

1. The submitted films shall be qualified to the Platform by the Programme Council of Bike Days International Film Festival, which is composed by the Organizer's representatives as well as invited individuals representing film and artistic circles.

2. The decisions taken by the Programme Council of Bike Days International Film Festival are final and cannot be invalidated.

#### § 7

The authors of all films submitted to the Platform will receive prompt notification as for the results of the works of the Programme Council of Bike Days International Film Festival, made available on the internet site of the Organizer as well as sent to the email address given with the application.

#### § 8

The Platform is open for the participation of films realised in any technique and constituting an original expression of their authors, realised outside of the professional production system; from which the profits are earned exclusively by the authors.

#### § 9

The duration of the films submitted to the Platform should not exceed 15 minutes.

#### § 10

The Organizer reserves the right to carry out paid screenings of the films applied to the Platform, within projections and events not making part of the Platform. Thus, the Applicants oblige themselves to renounce any claims in respect of benefits drawn from the screenings of their films within Bike Days International Film Festival.

#### § 11

1. The statutory prizes are awarded by the Jury nominated by the Programme Council referred to in § 6.

2. The following statutory prize is established: the Platform's Grand Prix Statuette.

3. An additional prize is the audience award.

§ 12

The Organizer provides for granting additional awards funded by institutions or individuals. The organizer reserves the right to award no prize.

§ 13

The Jury's verdict and the outcome of the Audience vote are both final and cannot be invalidated.

§ 14

The Organizer can refuse to accept a film or to revoke it from the Platform, shall any violations to these Terms and Conditions appear. The Organizer has the right to refuse to accept a film or to revoke it from the Platform without stating the cause.

§ 15

Matters not covered by these Terms and Conditions will be decided by the Organizer.

§ 16

In the case of any discrepancies between the Polish and English version of these Terms and Conditions, the Polish version prevails

Contact:

Katarzyna Warzecha  
katarzyna@proces.co

Agata Grzych  
agata@proces.co